SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Approval of a County Right-of-Way Relocation Reimbursement Agreement with Florida Power & Light Company in Conjunction with the East Lake Mary Boulevard, Phase IIB Project

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson CONTACT: Jerry McCollum EXT: 5651

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a County Right-of-Way Relocation Reimbursement Agreement with Florida Power & Light Company to facilitate installation of Florida Power & Light's conduit, splice boxes and appurtenant electric service facilities (collectively, the "underground facilities") in the road rights-of-way of East Lake Mary Boulevard, Phase IIB (Brisson Avenue to State Road 46) and authorize the payment of the invoice from Florida Power & Light Company in the amount of \$183,618.05. Capital Improvement Number 00010701.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

In 2002, Florida Power & Light Company (FP&L) submitted a permit to Seminole County to extend overhead utilities from Red Cleveland Boulevard to State Road 46. These utilities would have been placed overhead in the new roadway corridor. The County denied issuing the permit and litigation began between FP&L and Seminole County. As a resolution of the litigation, it was agreed that while the roadway was under construction FP&L would install conduit sleeves, at no cost, and the County would pay the net difference between the cost of installing the cable underground for the utilities as opposed to overhead. At the time, the estimate was based on approximately \$11.00 per linear foot, which resulted in a cost of roughly \$150,000.00. We have recently received an estimate (copy attached; letter dated June 2, 2009) for this work from FP&L and the cost has increased over the past six years for installation of the utilities to \$12.89 per linear foot. This number would equate to a cost of \$183,618.05. If the County had not coordinated installation of the conduit with FP&L, the cost to bury the utilities would have been anywhere between \$1.2 and \$1.5 million dollars per mile which would have resulted in an overall cost to the County of \$2.5 to \$3 million dollars. This cost savings was discussed with Board members in the spring of 2003. At that time, the underground concept described above was and still is the most effective way to provide underground power utilities and avoid litigation.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a County Right-of-Way Relocation Reimbursement Agreement with Florida Power & Light Company to facilitate installation of Florida Power & Light's conduit, splice boxes and appurtenant electric service facilities (collectively, the "underground facilities") in the road rights-of-way of East Lake Mary Boulevard, Phase IIB (Brisson Avenue to State Road 46) and authorize the payment of the invoice from Florida Power & Light Company in the amount of \$183,618.05. Capital Improvement Number 00010701.

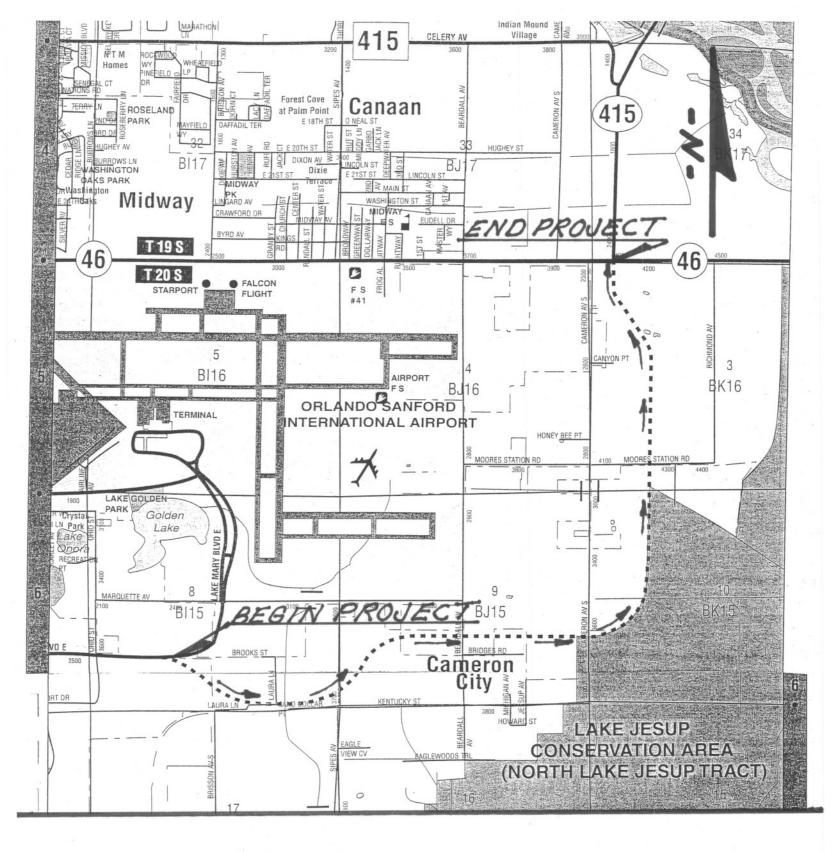
ATTACHMENTS:

- 1. Location Map
- 2. Letter-June 2, 2009-FPL-East Lake Mary Blvd., Phase IIB
- 3. Right-of-Way Relocation Reimbursement Agmt. FPL- East Lake Mary Blvd., Phase IIB
- 4. Invoice FPL East Lake Mary Blvd.-Phase IIB

Additionally Reviewed By:

Budget Review (Fredrik Coulter, Lisa Spriggs)

County Attorney Review (Matthew Minter)



LOCATION MAP



June 2, 2009

Mr. Jerry McCollum Seminole County Public Works 520 West Lake Mary Blvd., Suite 200 Sanford, Florida 32773-7424

Re: Installation of FPL Underground Cable in Existing Conduits on East Lake Mary Blvd from Red Cleveland Blvd to SR 46 and SR 415.

Dear Mr. McCollum:

Pursuant to your request for a breakdown of the costs for FPL to install the underground feeder cable in the existing conduits that were installed along East Lake Mary Blvd from Red Cleveland Blvd to State Road 46 are as follows:

 Installation of conduits & feeder splice boxes: (Installation completed September 2006) \$0.00

2. Installation of FPL underground feeder cable: (Includes setup, pulling, and terminations)

\$183,618.05

(18,845 linear feet of cable minus 4,600 linear feet for airport runway expansion = 14,245 linear feet of cable @ \$12.89 per foot)

The cost per linear foot is based on the current underground Tariff filed with the Florida Public Service Commission. This cost estimate is binding pending any approved revisions to the Tariff.

Installation of the underground feeder cable is pending the execution of the Right of Way Agreement and the tariff amount is paid. The timeframe for installation would be first or second quarter of 2009 or as development progresses along East Lake Mary Blvd.

I look forward to hearing from you. Please contact me at 386-322-3406 if you have any questions.

Sincerely

C. K Johnson Resource Lead Central Florida Area

an FPL Group Company

COUNTY RIGHT-OF-WAY RELOCATION REIMBURSEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ___ day of ____, 2009 by and between Seminole County ("Local Government"), a political subdivision of the State of Florida whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, and Florida Power & Light Company ("FPL"), a Florida corporation, whose address is 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, Local Government has requested that FPL install conduit, splice boxes and appurtenant electric service facilities (collectively, the "Underground Facilities") underground in certain Local Government road rights-of-way ("Local Government ROW" also referred to herein as "ROW") more particularly described as:

East Lake Mary Boulevard, Phase IIB

WHEREAS, Local Government understands that certain facilities, including transformers, switch cabinets and other appurtenant facilities (the "Additional Facilities") may not be located within public road rights-of-way, and in the event that such Additional Facilities are necessary to serve Local Government projects or facilities, Local Government has agreed to provide FPL with the necessary easements on or over local Government property for the underground installation of such facilities; and

WHEREAS, the Local Government has agreed to pay FPL the cost of underground installation of the Underground Facilities as required by FPL electric tariff and the Florida Administrative Code; and

WHEREAS, FPL is willing, subject to the terms and conditions set forth in this Agreement, FPL's electric tariff and the Florida Administrative Code governing the underground installation of electric facilities, to place certain of the Underground Facilities in the ROW.

NOW THEREFORE, in recognition of the foregoing premises and the covenants and agreements set forth herein, and other consideration the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties covenant and agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement.
- 2. Conditions Precedent to Placement of Underground Facilities in ROW.
- (a) Local Government covenants, represents and warrants that:
 - (i) Local Government has full legal right and authority to enter into this Agreement;
 - (ii) Local Government has full legal right and authority to take all actions and measures necessary to fulfill Local Government's obligations under this Agreement;
 - (iii) Local Government hereby authorized the use of the ROW identified in this Agreement by FPL for the purposes stated herein.
- (b) All applicable permits for FPL to install, construct or maintain the Underground Facilities in the ROW must be issued on a timely basis by the appropriate agency.
- (c) The design and location of the Underground Facilities to which Local Government has agreed are in compliance with all operational and safety guidelines, codes and standards.
- (d) Local Government agrees to provide, at its expense, roadway Right of Way Maps, sheets 1 through 34 as recorded in the Right of Way Map Book 7 page 5 38 on January 23, 2009, Seminole County Florida to FPL reflecting the ROW to be occupied by the Underground Facilities at a time before FPL initiates the design of the Underground Facilities. Said Right of Way Maps and legal descriptions shall be made part of this Agreement and attached as Exhibit "A".
- (e) FPL agrees to identify and document all existing FPL underground facilities within the ROW that will be included under this Agreement. Local Government shall reimburse FPL's reasonable costs and expenses to deliver said documentation. Said documentation shall be made part of this Agreement and attached as Exhibit "B".

- Relocation and Rearrangement of FPL Facilities. If the Local Government, or other agency with control over the Local Government ROW, for any reason whatsoever, requests that FPL relocate or rearrange, in whole or in part, any Underground Facilities and/or Additional Facilities (as they are to exist as a result of Local Government's current request for installation of such Underground Facilities and Additional Facilities, or as they may later be modified, upgraded, or otherwise altered) from or within the Local Government ROW, the Local Government, notwithstanding any language to the contrary in any applicable permit or franchise agreement, and prior to any such relocation by FPL, shall provide FPL with a substitute location, satisfactory to FPL, obtain any easements that should be necessary, and shall pay FPL for the reasonable costs of any such relocation, adjustment or rearrangement, now or in the In the event that Local Government engages in future construction or excavation in close proximity to the Underground Facilities and/or Additional Facilities, and if said construction or excavation interferes with FPL's use Underground Facilities and/or Additional Facilities, Government shall then reimburse FPL for all reasonable costs of locating, exposing, protecting or supporting the Underground Facilities and Additional Facilities as necessary to alleviate said interference. Local Government shall use its best efforts in any design and construction of its future road improvement projects to avoid or mitigate the necessity of relocating or adjusting the Underground Facilities in Local Government ROW.
- 4. Term. This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities placed in the ROW.
- 5. Title and Ownership of Facilities. Title and ownership of Underground Facilities and Additional Facilities installed by FPL as a result of this Agreement shall, at all times, remain the property of FPL.
- 6. Underground Facilities Outside ROW. In the event that the FPL Underground Facilities to be installed and located entirely within Local Government's ROW are not, for any reason other than the sole error of FPL or its contractors, constructed entirely within the ROW, Local Government shall grant or secure, at Local Government's sole reasonable cost and expense, new easements or ROW grants for the benefit of FPL for the placement of the FPL Facilities in these areas, and shall secure

subordinations of any mortgages affecting these tracts to the interest of FPL.

- 7. Agreement Subject to FPL's Electric Tariff. This Agreement is subject to FPL's electric tariff, including but not limited to the general rules and regulations for electric service set forth by the State of Florida and the rules of the Florida Public Service Commission, as may be revised, amended or supplemented from time to time.
- 8. Venue; Waiver of Jury Trial. This Agreement shall be enforceable in Seminole County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Seminole County, Florida. By entering into this Agreement, FPL and the Local Government expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida.
- 9. Attorney Fees. In the event it becomes necessary for either party to institute or defend legal proceedings as a result of the failure of the other party to comply with the terms, covenants, or provisions of this Agreement, each party in such litigation shall bear its own cost and expenses incurred and extended in connection therewith, including, but not limited to attorneys' fees and court costs through all trial and appellate levels.
- 10. Notice. Any notice, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand delivered, sent by Federal Express, or a comparable overnight service or by U. S. registered or certified mail, return receipt requested, postage prepaid to each party at their respective addresses set forth below:

As to Local Government:

Seminole County

Engineering Division Attn: Assistant County Engineer 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773 As to FPL:

Florida Power & Light Company 3000 Spruce Creek Road Port Orange, FL 32119 Attention: Distribution

With a copy to:

Attention: Law Department 700 Universe Boulevard LAW/JB Juno Beach, FL 33408

- 11. Assignment. The parties to this Agreement shall not assign this Agreement without the written consent of the other party.
- 12. Recording. This Agreement shall be adopted by the Local Government and maintained in the official records of Local Government for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in the place and in the manner in which deeds or similar legal instruments are typically recorded.
- 13. Conflict Between Terms of Permit or Franchise and Agreement. In the event of a conflict between the terms of any permit or franchise agreement entered into by Local Government and FPL and this Agreement, the terms of this Agreement shall control.
- 14. Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

15. Entire Agreement.

(a) The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

Agreement on the date first	set forth above.
WITNESSES: Signature Susan Zellers Print Name Signature Bedy Holomb Print Name	By: William L. Water IT Signature Print Name: WILLIAM L WATIEL IT Title: CENTRAL FL ENGINEERING CER
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By:, Chairman
For the use and reliance Of Seminole County only. Approved as to form and Legal sufficiency.	As authorized for execution by the Board of County Commissioners at its, 200, regular meeting
County Attorney	_

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when

IN WITNESS THEREOF, the parties hereto have executed this

expressed in writing and duly signed by all parties.

Exhibit "A"

Seminole County Florida
"Specific Purpose Map and Control Survey,
East Lake Mary Boulevard Extension
From Ohio Avenue to Silver Lake Drive,
County Project PS-0137"

Prepared by Lochrane Consulting Engineers & Surveyors
Dated
Sheets 1 through 34 inclusive

Recorded in Seminole County Right of Way Map Book 7 beginning at Page 5 - 38 on January 23, 2009

INDEX OF RIGHT-OF-WAY PLANS

SHEET NO. SHEET DESCRIPTION

COVER SHEET

2 - 3 KEY MAPS

4 - 29 DETAIL SHEETS

BASELINE REFERENCE TIES

OWNER TABULATION SHEET

SEMINOLE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

GRANT MALOY DISTRICT I



RANDALL MORRIS DISTRICT 2

> CARLTON HENLEY DISTRICT 4

DICK VAN DER WEIDE DISTRICT 3

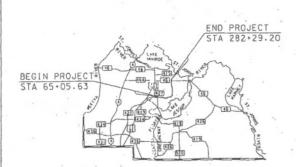
DARYL MCLAIN

SPECIFIC PURPOSE MAP AND CONTROL SURVEY

EAST LAKE MARY BOULEVARD EXTENSION

FROM OHIO AVENUE TO SILVER LAKE DRIVE/(SR 46)

COUNTY PROJECT PS-0137



PROJECT LOCATION



MAP
BOOK

CERTIFICATE OF BOARD
OF

COUNTY COMMISSIONERS

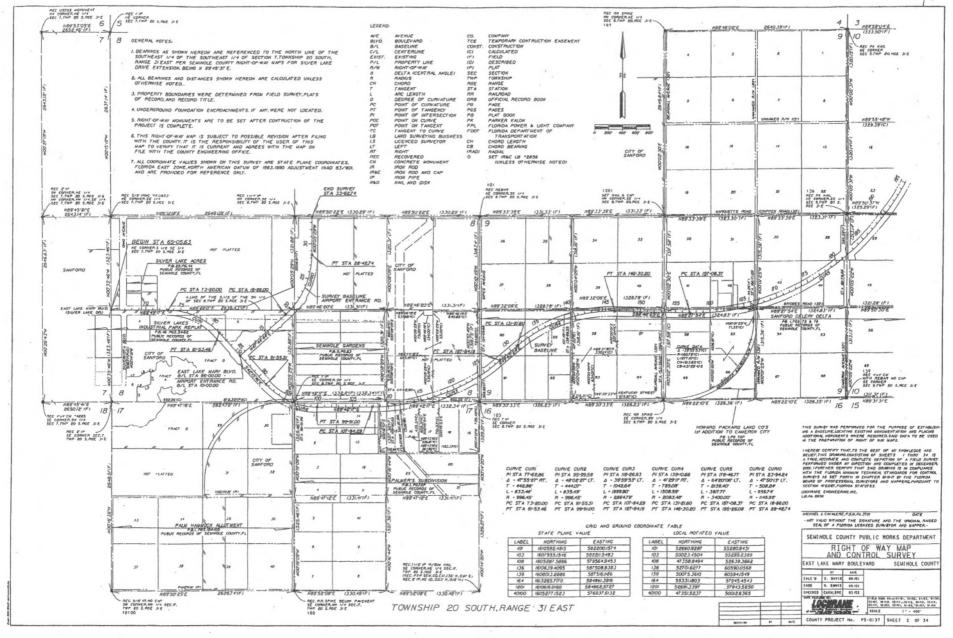
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COUNTY COMMISSIONERS

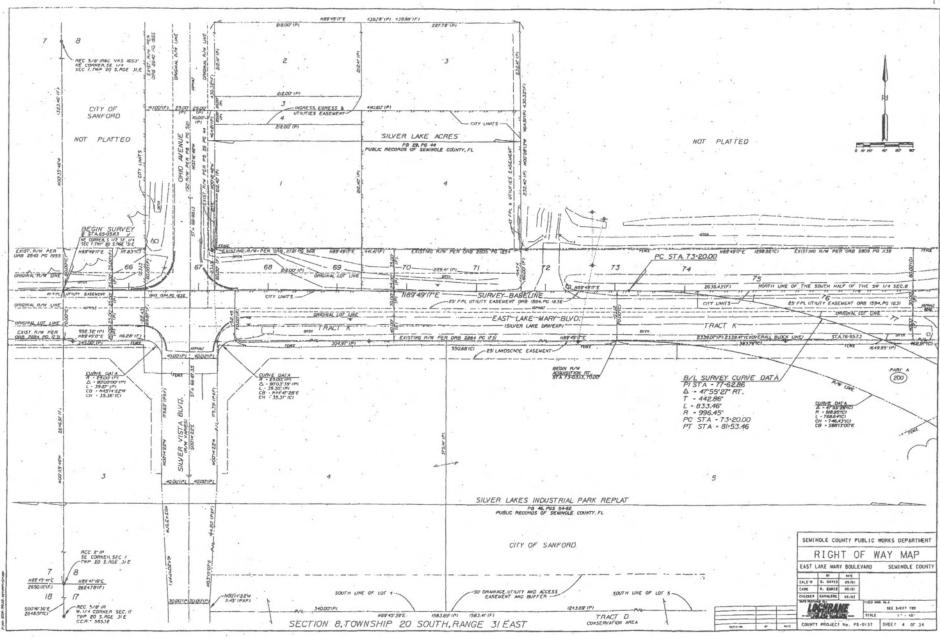
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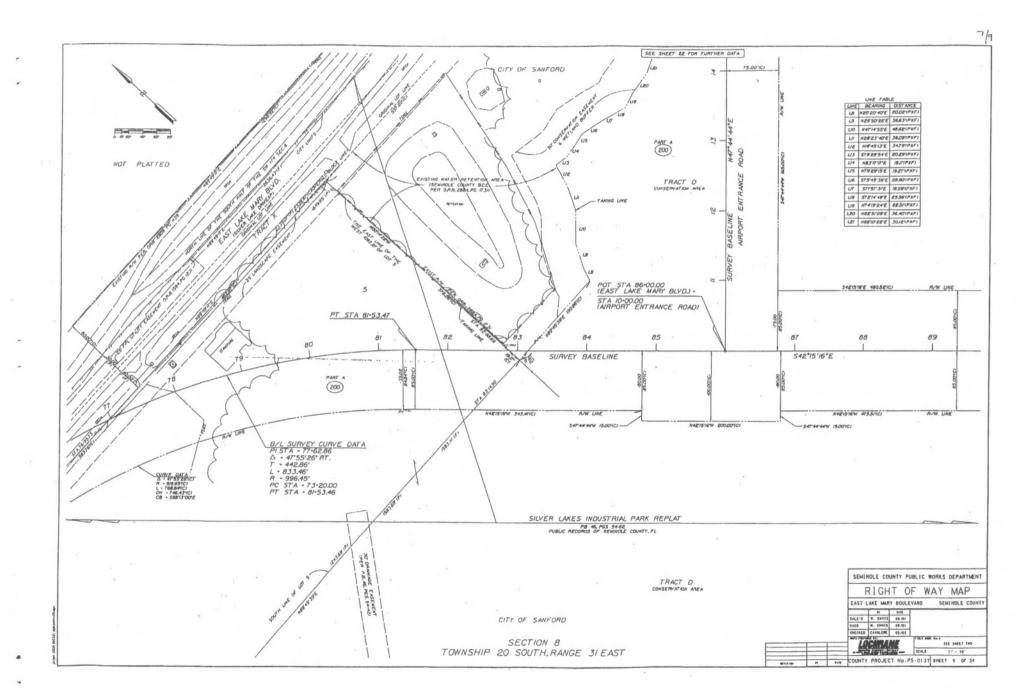
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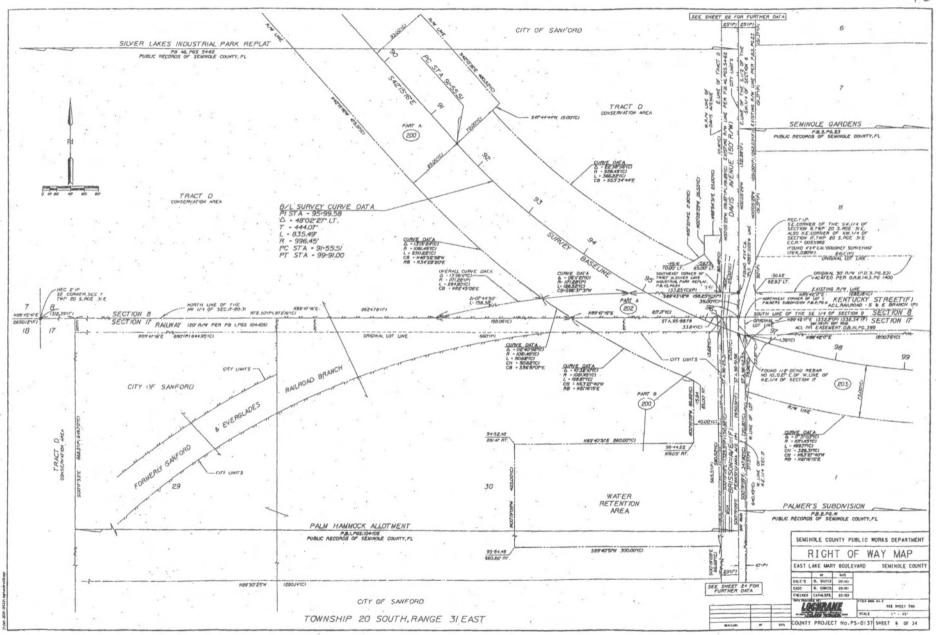
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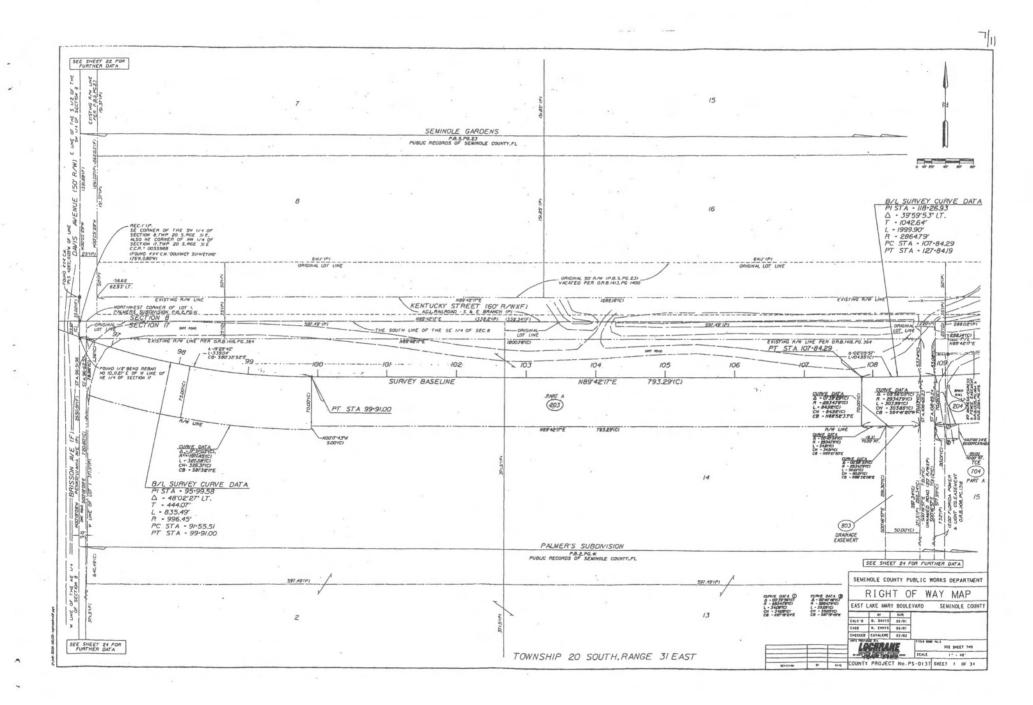


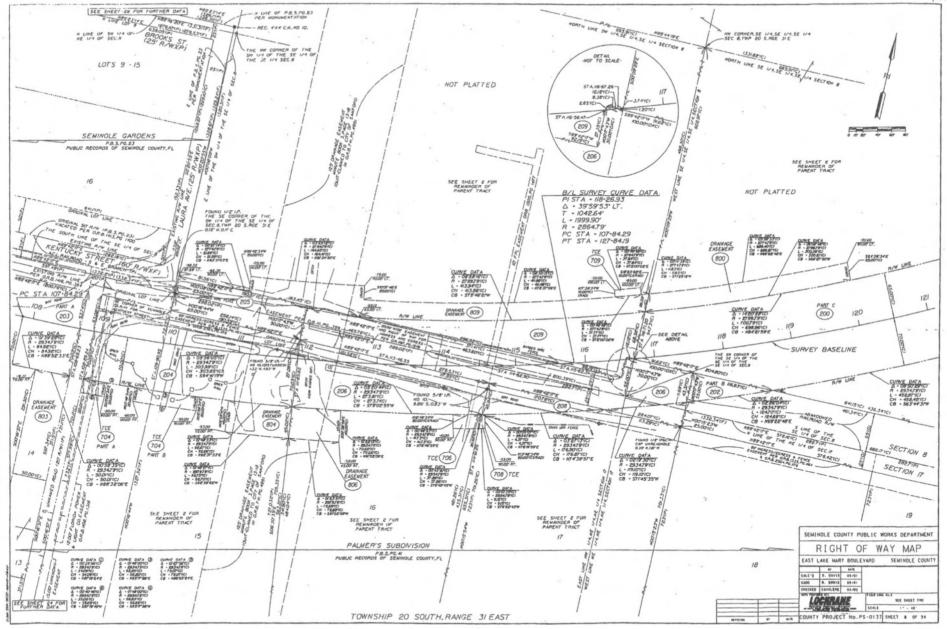
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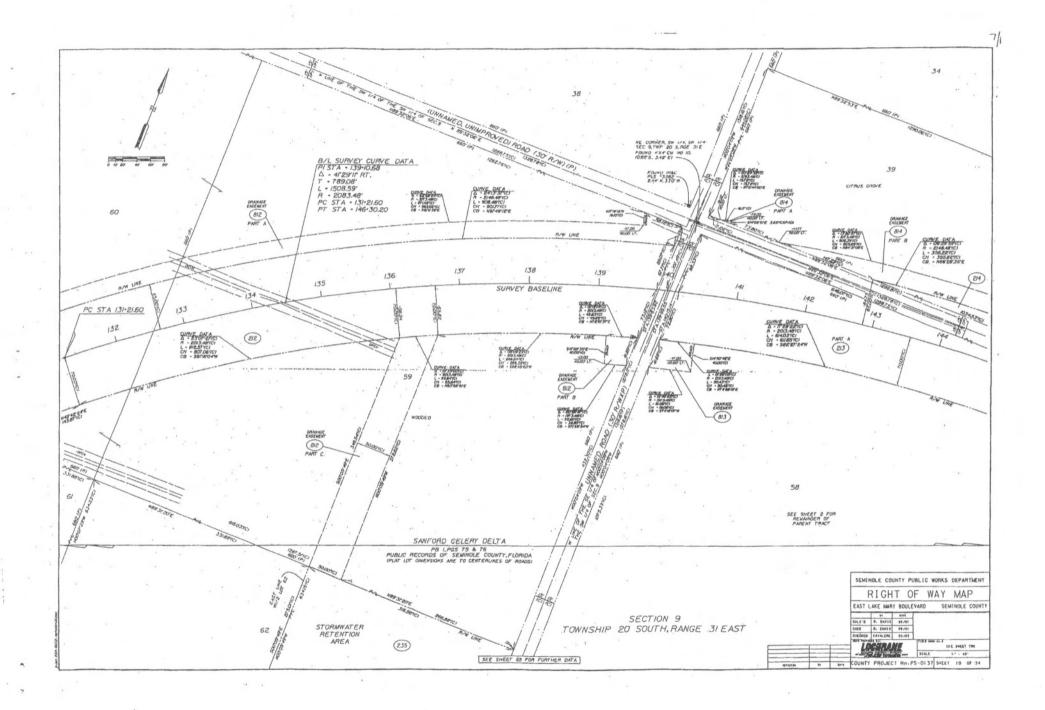


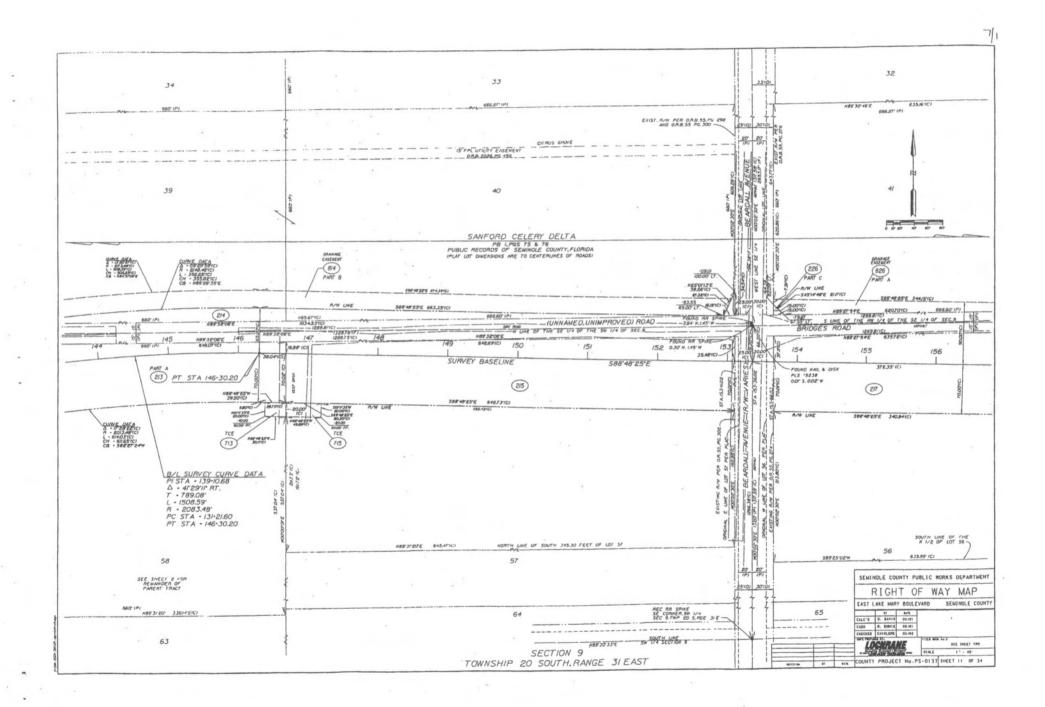


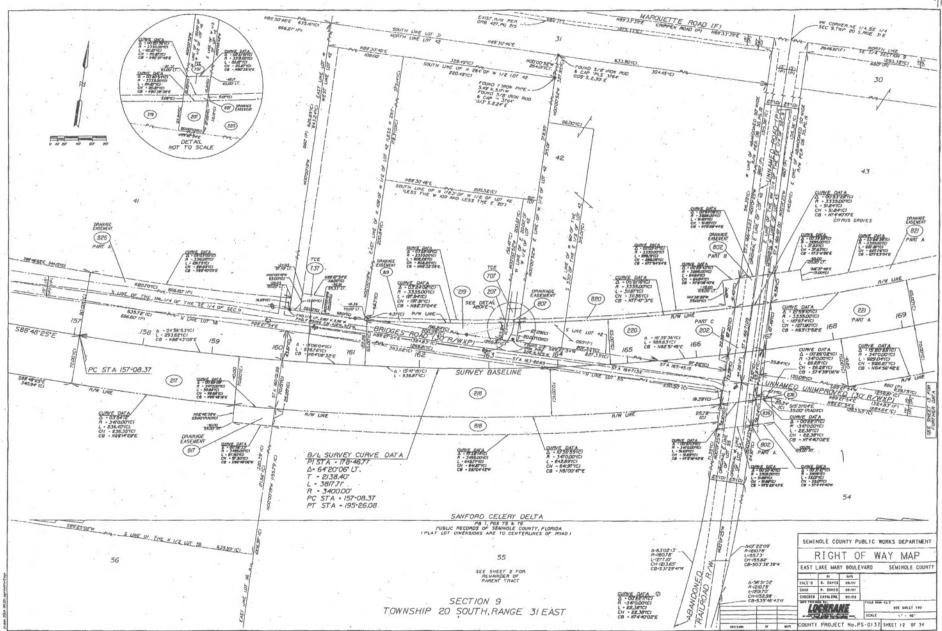


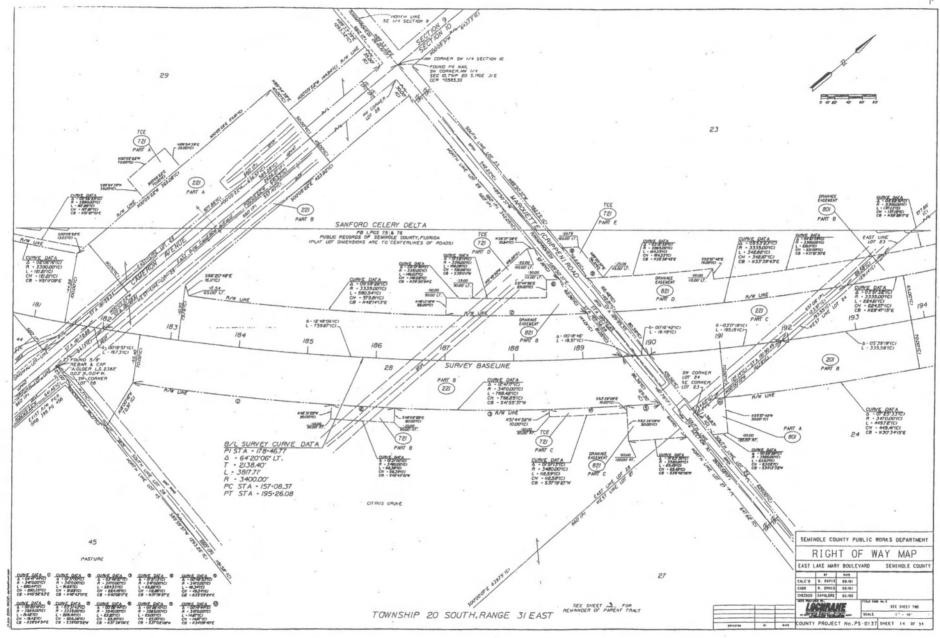


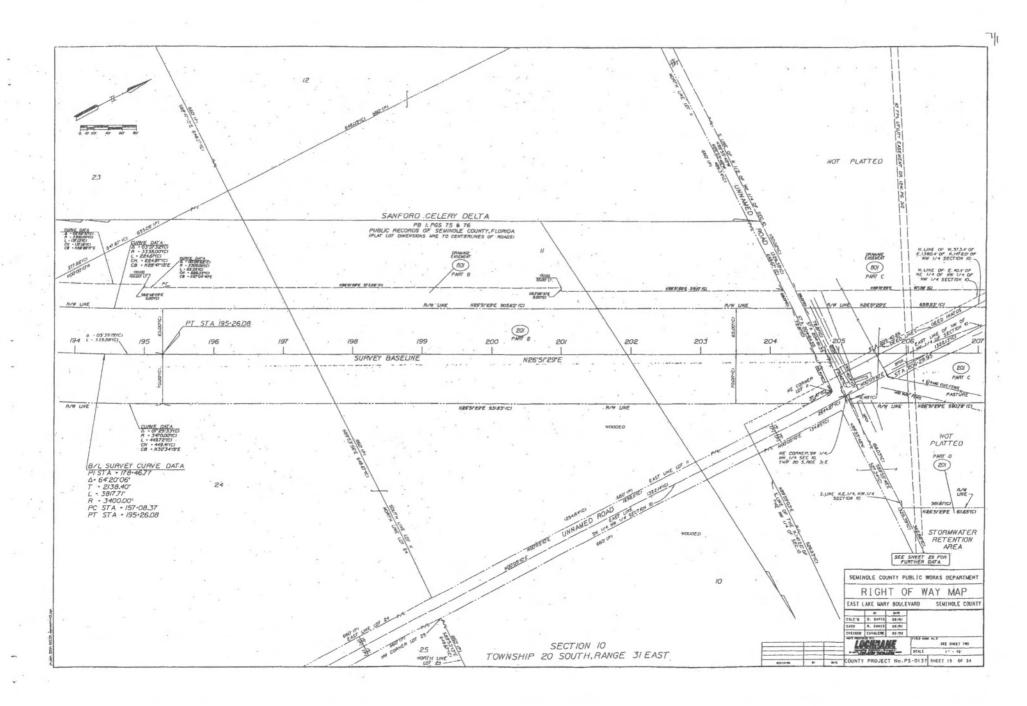


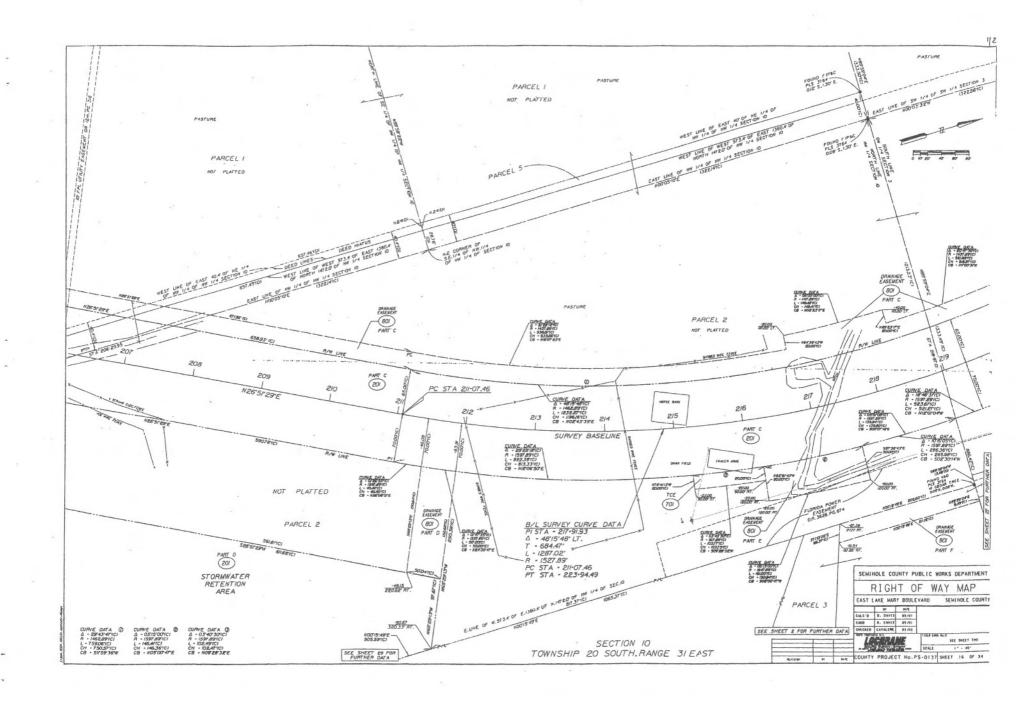


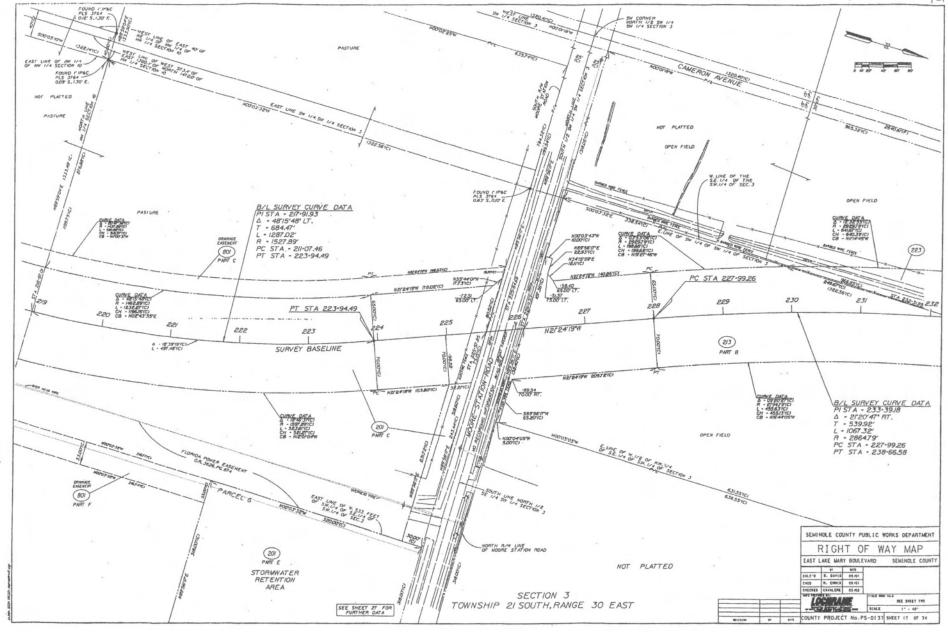




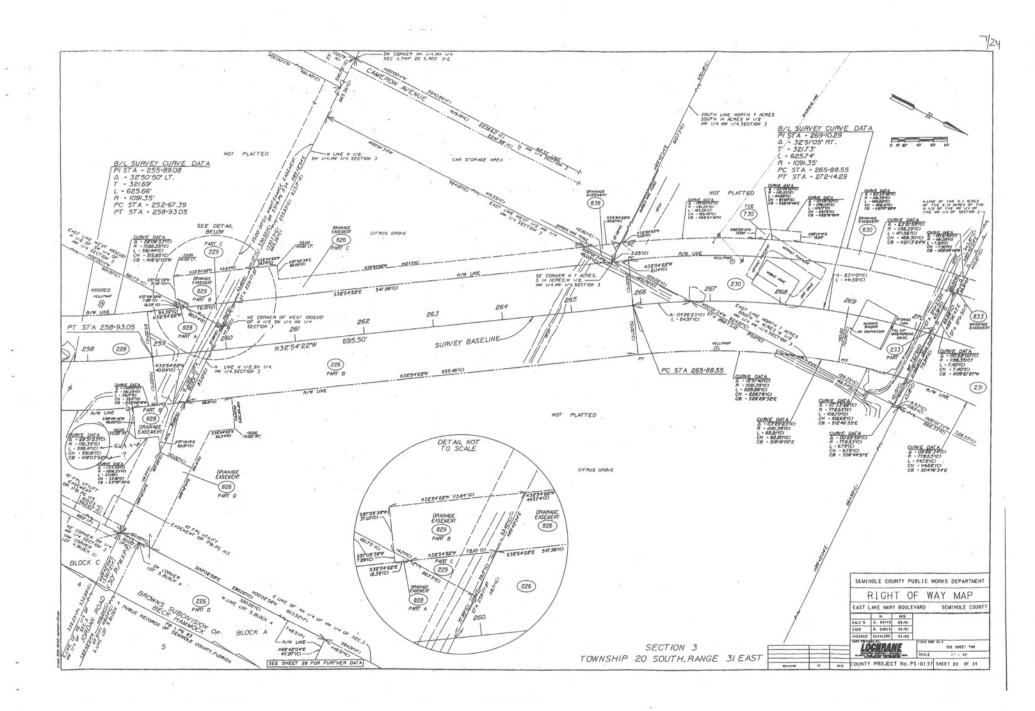


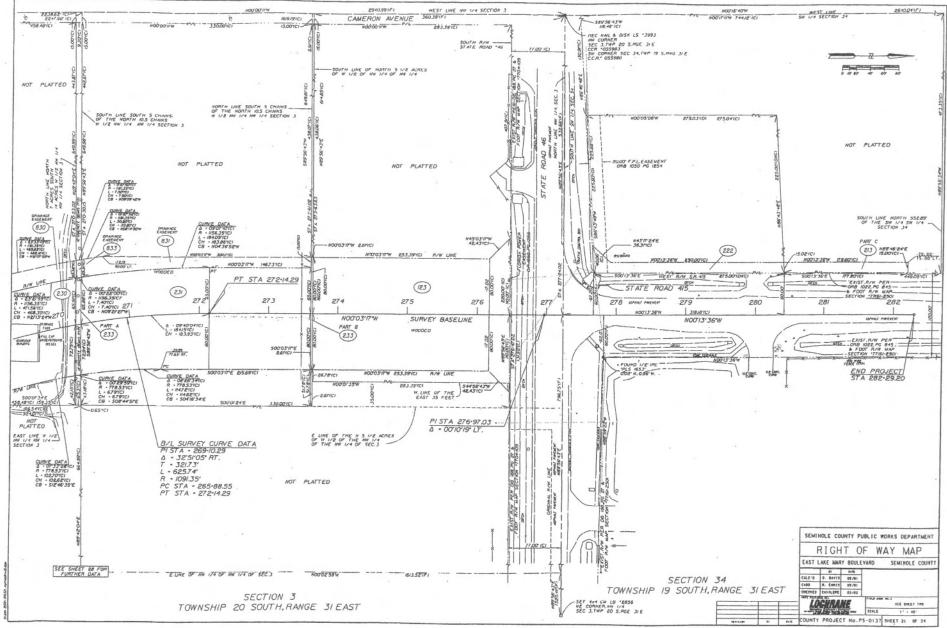


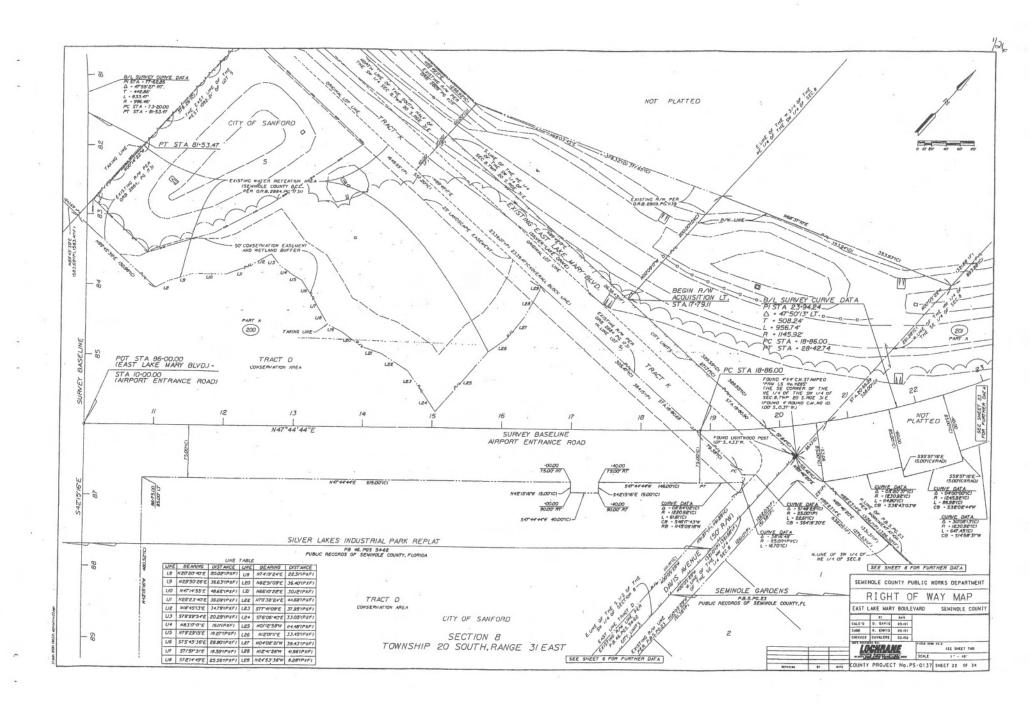


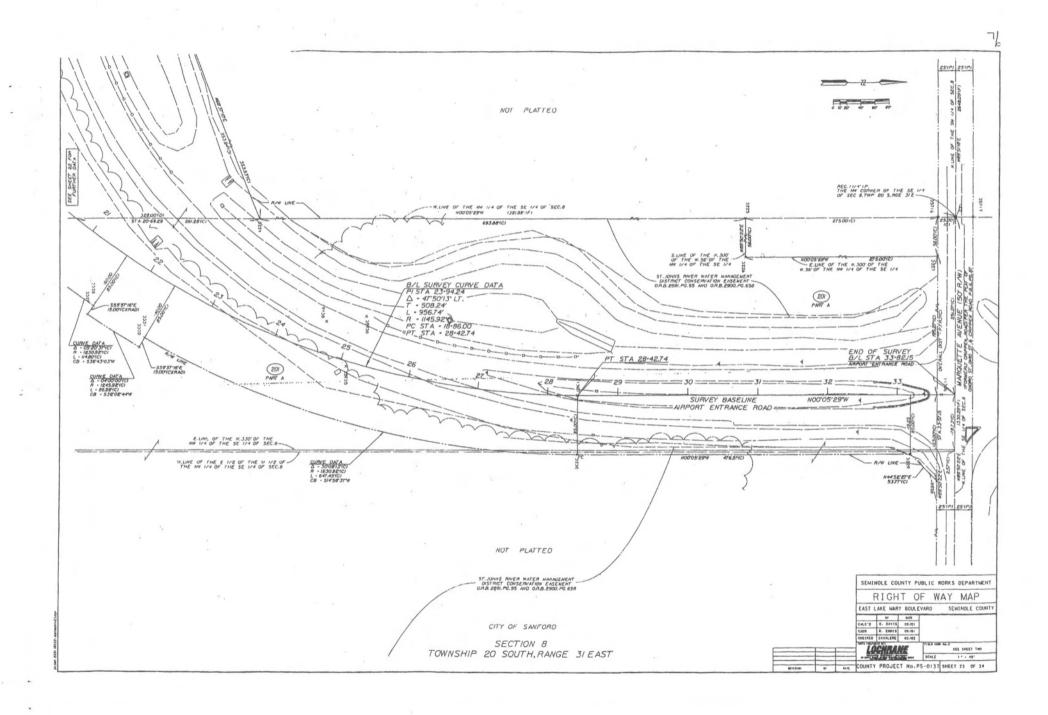


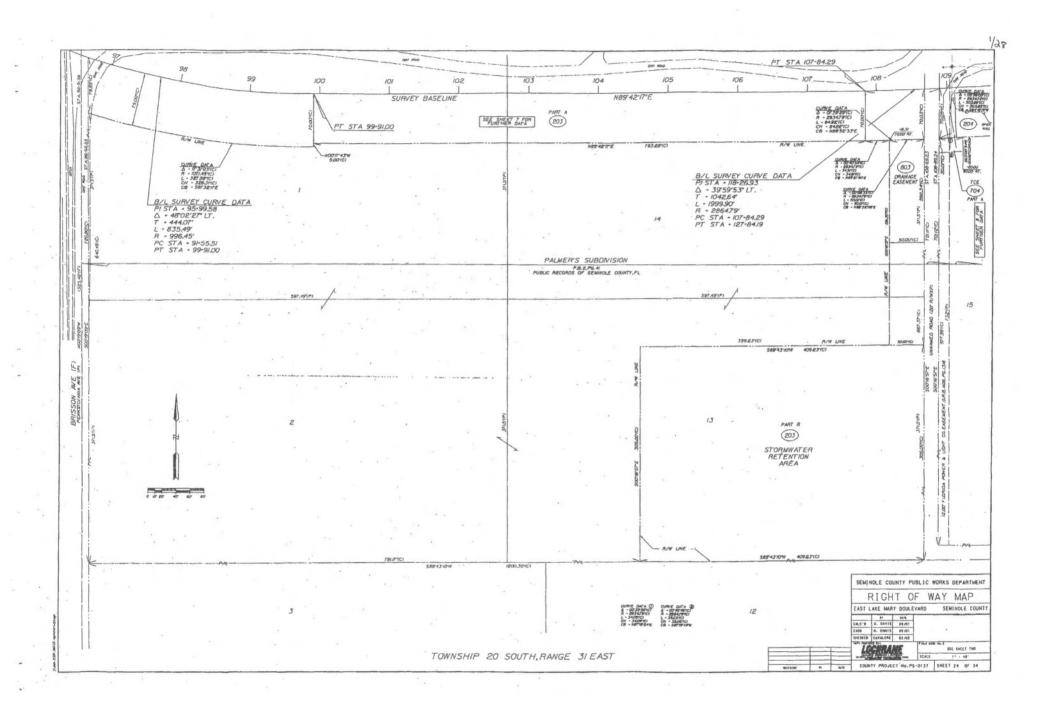
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- Jesseine	SE CORNER.NE 1/4, SW 1/4 SEC 3,7MP 20 S,10E 31 F	20 17 3EC 100 3	ทิธิ RICHMOND							citate	CAVALERE 03/02	NA.S DEE SHEET
			TOWA	SECTION SHIP 20 SOUT	H. RANGE	BI EAST			myiston	- 4	PROJECT No.PS-0137	1. + 40.

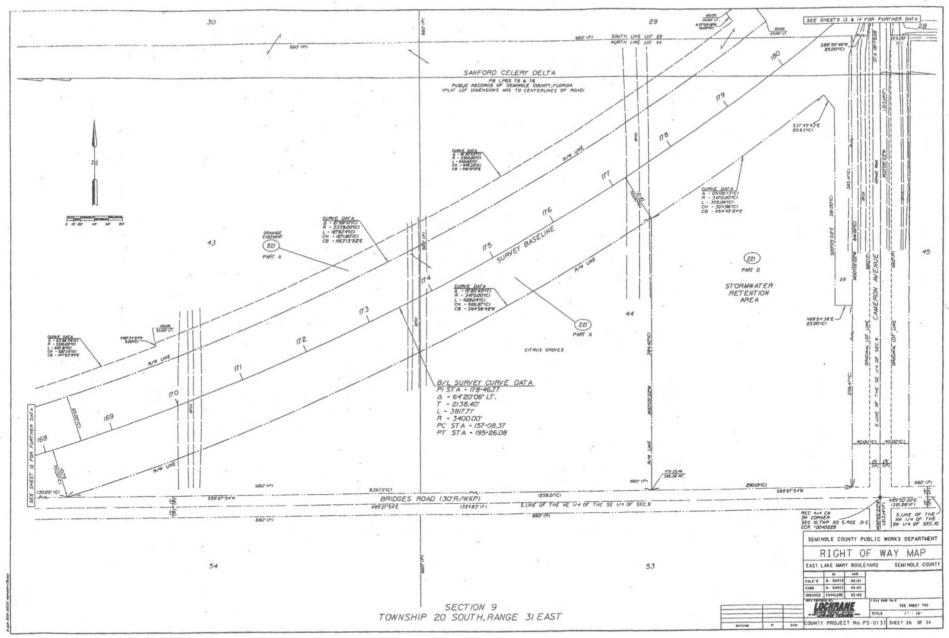


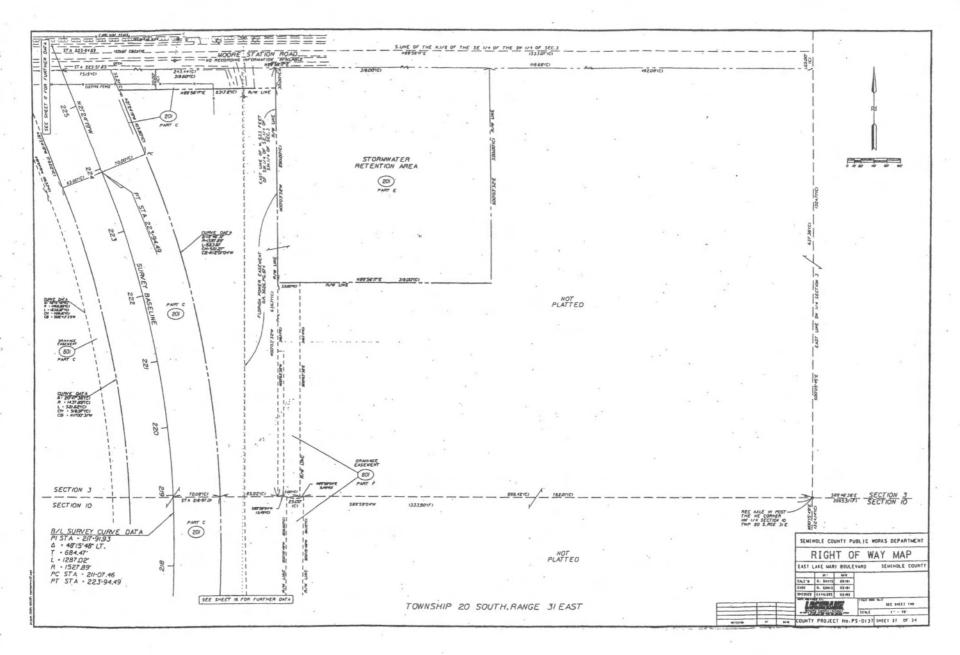


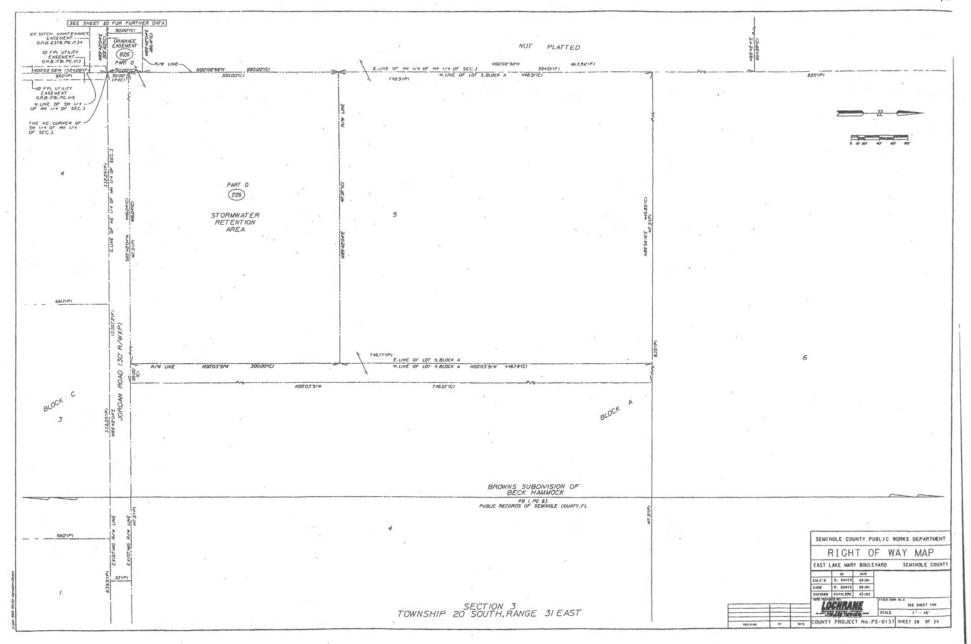


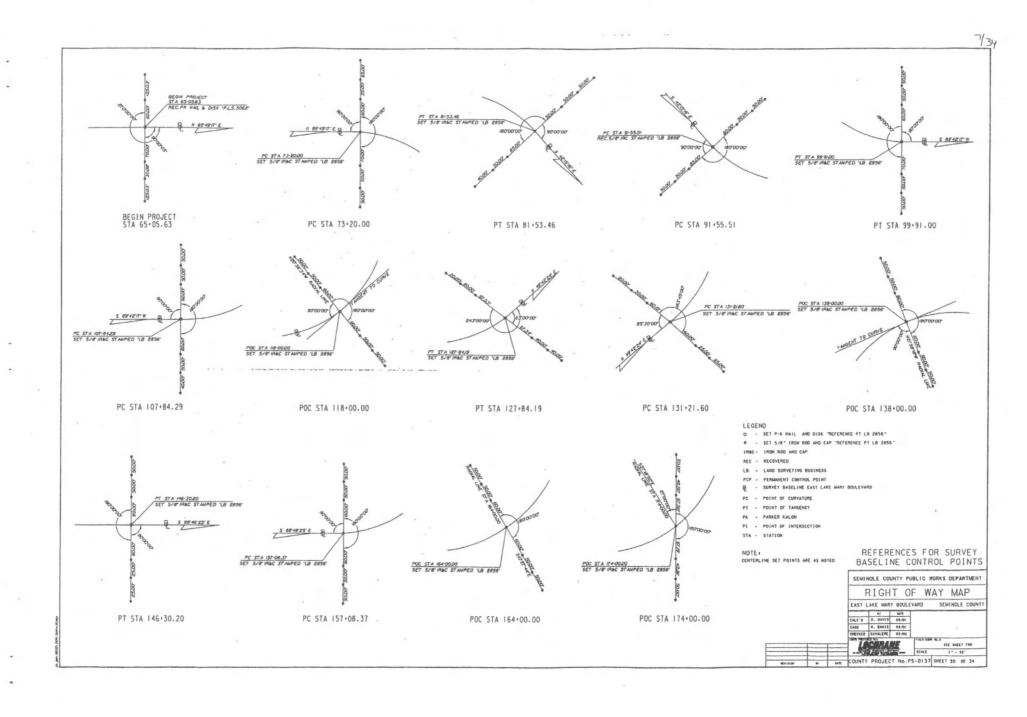


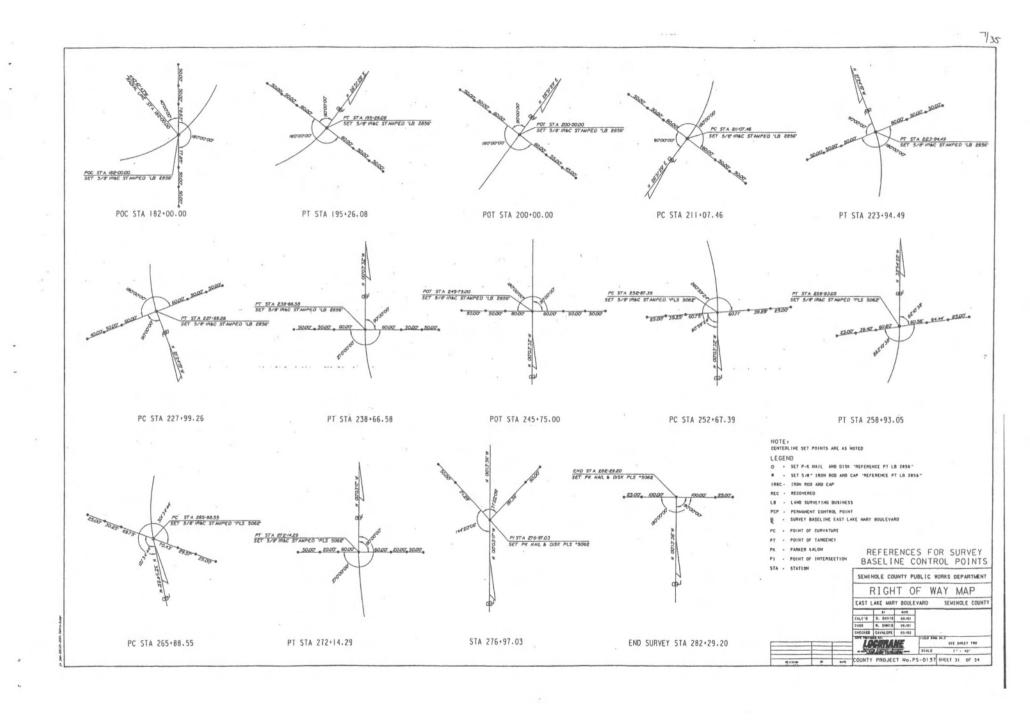


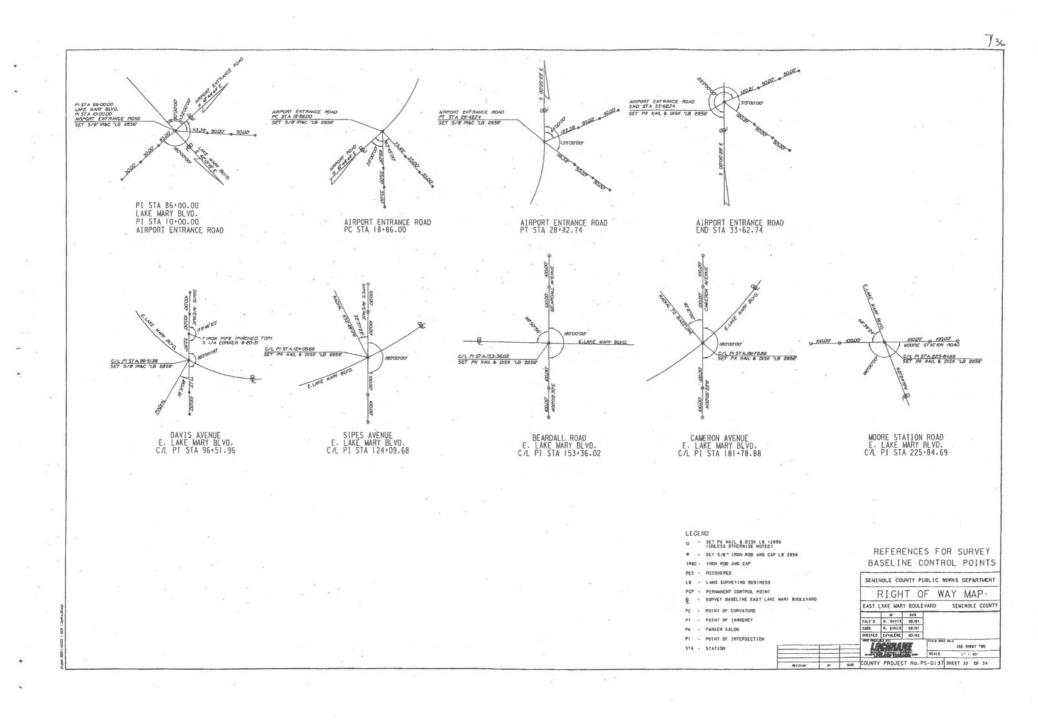












HIN COUNTY PROJECT NO.PS-0137 SHEET 33 OF 34

OWNERSHIPS

PARCEL	OWNER	INSTRUMENT	TOTAL AREA	ARE A TAKEN	AHE A REMAINDER	SHEET	COMENTE	RECORDING DATA	PARCEL	OWNER	INSTRUMENT	TOTAL AREA PARCEL	AREA TAKEN	AREA REMAINDER	SHEET	colaguis	RECORDING DATA
NO.	MELEN MOMEAND HOLDINGS, INC.						COMMENTS	RECORDING DATA	NO.	Ollinera						COMMENTS	HECOMOING DATA
200-A 200-B	MELEN HOMEAND HOLDINGS, INC.	WARRANTY DEED			55.078 AC. 35.224 AC.				812-A	S. A. Z. DEVELOPMENT, INC.	WARRANTY DEED	19.050 AC.	3.354 AC.	13.686 AC.	9,10		-
200-C		WARRANTY DEED	28.167 AC.	2.032 AC.	26.110 AC.	0.2		-	812-8				0.724 AC. 1569 S.F.	-	9.10		
800		and and a second		7372 S.F.		0.2			812-C				18036 S.F.		10		
					-				1								
201.4	SANFORD AIRPORT AUTHORITY	BIRGINEY OFFO	21 440 45	10 105 15	11 143 46				2/3-A	S. THEODORE TAKYORIAN AND ANN TAKYORIAN, HIS WIFE							
201-0		**************************************	12.234 AC.	3. 955 AC.	15.279 AC.	14.15		-	2/3-B	3. THE COURTE TAN YOM FAN THE TAN TON THE TAN TON THE	WARRANTY DEED	14.134 AC.	1.578 AC.	12.556 AC. 3.057 AC.	17.10		-
201-C		WARRANTY DEED					-		213-C		WARRANTY DEED		2673 S.F.	6.510 AC.	21		
201-0		WARRANTY DEED							713			-	598 S.F.		11		
301-€		WARRANTY DEED		2.336 AC.	74.693 AC.	17.27			813 .				2230 S.F.		10		
701 801 - A			-	2063 S.F.		16			-								
801-8				1585 S.F.		14			-			-		-			
801-C				32005 S.F.	-	14,15			214	SAMFORD ACQUISITIONS GROUP, LLC, A FLORIDA CORPORATION	WARRANTY OFFI	10 001 40	11401 C C	18.790 AC.	10.11		
801-0				7577 5.6.		16	7		014-A		HARMANTT DEED	18.001 AC.	30 S.F.	18.739 AL	10		
801 -E				7435 S.F.		16			814-8				0.634 AC.		10,11		
801-F				15623 S.F.		16											
			-														
				-	-				215	DEDNATINE PERSAUD				-			
202-4	CSX TRANSPORTATION	WARRANTY OFFI	12022 5.5	12022 5.5	0.000 5.5				715	DEUTATINE PERSAUD	MARRAHTY DEED	4. 404 AC.	1.419 AC.	2.985 AC.	11		
202-8		WARRANTY DEED		2587 S.F.		8			1			-	1002 S.F.				
202-C	-	MARRANTY DEED		6988 S.F.		12	-									-	
802-A				1809 S.F.		12			216	MICHAEL M. AND LINDA S. CUTHRIE, NUSBAND AND WIFE	HARRANTY DEED!	5.058 AC.	4093 S.F.	4.965 AC.	19		
802-8				2075 S.F.		12					OUIT CLAIM DEED						
			-	-					217	ALFREDO BRUNO FORNASIER AND INDALECIA FORNASIER.	WARRANTY DEED	4.580 AC.		J. 005 AC.	11.12		
-									8/7	NUSBAND AND WIFE		-	1452 S.F.	-	12		
207-4	SHELDON HAYES & JOSEPH RADOW	QUIT CLAIM DEED	10 070 45	3 360 46	15.510 AC.				1			-	-	-			
203-B	SHEEDIN HAVES & SOULD HAVE	QUIT CLAIM DEED			13.644 AC.			-	218	DOMALD G. HARMAN AND GEORGANN HARMAN, HUSBAND AND HIFE	PURRANTY OFFI	12 567 46	1.115 AC.	11.452 AC.	10		
803		COLL CONTR DECO	101209 1151	14587 S.F.		7.0-			818		BANNANTT DEED	TELSET AL.	18071 5.F.	111.432 AL.	12		
															-		
									219	RICHARO J. AND DORIS LEE HOLCOMB, HUSBAND AND WIFE	WARRANTY DEED	0.324 AC.	2155 S.F.	Q.875 AC.	12		
204	JOSHUA MORACE STAONS AND BERNICE W STAONS, HIS WIFE	WARRANTY DEED	5.318 AC.			7.8	-		8/9	at an insurance and a second s			1011 S.F.		12		
704-A 704-B				691 S.F.		7.0			-			-	-	-			
804				1850 S.F.		7,0			220	ELGAN A. STAPPE, II							
804				4/71 S.F.	-	-			820	ELVAN A. STAFFE, IT	WARRANTY DEED	4.494 AC.	17080 S.F. 2261 S.F.	4-101 AC-	12		
						-			100				2261 3.5.		18		
															-		
205	LEWIS 1. HUGHEY AND CAROLYN J. HUGHEY	MARRANTY DEED	2528 S.F.	3528 S.F.	0.000 AC.	8				WILLIAM E. KIRCHHOFF AND MIXIE COLEMAN	FEE SIMPLE	37.340 AC.	5.428 AC.	28.816 AC.	12,13,14,26		
										AND AIRPORT INDUSTRIAL PARTHERS	FEE SIMPLE	19.009 AC.	2.767 AC.	16.242 AC.	14		
	The same of the sa								221-C		FEE SIMPLE	9.574 AC.	0.600 AC.		14		
706	BURNICE JOE SIMONS, JR. OR DANIEL CURTIS SIMONS	GOLL CENTH DEED	J. 3/J AC.	1.134 AC. 790 S.F.	2.379 AC.	8			721-A		FEE SIMPLE	28.816 AC.	3.026 AC.	25.750 AC.	13.26	-	
806				3215 S.F.		8			721-8				2450 S.F.		13.14	-	
									721-C				1124 S.F.		14		
									721-D				4811 5.1.		14		
207	RICHARD G. HOLCOLO	QUIT CLAIM DEED	0. 995 AC.	510 S.F.	0.983 AC.	12			721 -E				1130 S.F.		14		
707				304 S.F.		12			821-A				0.899 AC.		12, 13, 26		
807				101 S.F.		12			821-B				5608 S.F.		14		
-			-						821-0				3372 S.F.		14		
208	DONALD S. FULSANG	RABRANTY DEED!	4.573 AC	4080 S.F.	4. 479 AC.	1			027.0				16117 S.F.		14		
708		OUIT CLAIM DEED	11979 461	135 S.F.	U TIZ ASS	,											
									11								
									11						SEM1 HOLI	COUNTY PUBLI	C WORKS DEPARTMENT
209	W. OLAKE SANTERS AND JOYCE SANTERS	DEED IN TRUST	2.700 AC.	17501 S.F.	9. 299 AG.	8			11						D.1	CUT OF	WAY MAD
709				377 S.F.		1									RI	GHI UF	WAY MAP
809				15788 S.F.					11						EAST LAKE	MARY BOULEVAR	SEMINOLE COUNTY
																T MA T	SCHINGE COOK
										LEGEND						0413 09/01	
210	RICARDO FERNANDEZ AND MORINA FERNANDEZ	WARRANTY DEED	4. 467 AC.	1.204 AC.	3.263 AC.	9			PARCE	L NUMBER FICATION TYPE I/SE					C+00 R.	ENN1S 09/01	
810				6840 S.F.		9			LOENT	0-699 DEEDS OF ALL TYPES					CHECKED CAY	ALERE 03/02	
										0-699 DEEDS OF ALL TYPES 0-799 TEMPORARY EASEMENTS							SEE SHEET TWO
	ARNALDO MASTRAPA AND MARTHA MASTRAPA									0-999 PERMAMENT EASEMENTS		F			LUSTE	RAME 10	SEE SHEET TWO
211	ANNALUS MASIMAPA AND MANTHA MASTRAPA	MARRANTY DEED/	7. 660 AC.	11011 S.F.	y. 403 AC-	1			300			F				PROBATES 150	137 SHEET 33 OF 34

As shown

shown and described in the rrect copies of which have !

e following FPL drawings, the been provided to Seminole

true and e County:

OWNERSHIPS

	OWNER	INSTRUMENT	PARCEL	TAKEN	MEMAINUER	SHEET	COMMENTS	RECORDING DATA	PARCEL	OWNER	INSTRUMENT	TOTAL AREA	ARE A TAKEN	AREA REMAINDER	SHEET	COMMENTS	RECORDING DATA
RCEL NO.	THAKOOR DEEN AND MARTHA ELLEN DEEN, HIS WIFE			4438 S.F.				THE GOING THE GATA	NO.	CITY OF SANFORD	_					-	
2	THARDON DEEN AND MARTHA ELLEN DEEN, HIS HIFE	WARRANTT DEED	1.471 AC.	4438 3.F.	1.319 AC.	21			836	CTTY OF SAMPOND	WARRANTY DEED	18.671 AC.	96 S.F. 953 S.F.	18.667 AC.	12		
				-									200 200				
3	PAUL CAMP LANE, PERSONAL REPRESENTATIVE OF THE ESTATE	HARRANTT DEED	29.226 AC.		28.158 AC.												
53	OF WILLIAM FRIEDRICH QUENTER SCHMIOT, DECEASED			2819 S.F.	-	18			737	ROBERT HOLCOME	MARRANTY DEED	0.949 AC.	800 S.F.	0.219 AC.	12		
-				-					-		+		-				-
24	WILLIAM P. LAYER AND LUCY P. LATER, HUSBAND AND HIFE	MARRANTY DEED	20.109 AC.	1.275 AC.	18.834 AC.	18			838	MARVIN GENE SCOTT	OUIT CLAIM DEED	5.2JJ AC.	590 S.F.	5.233 AC.	20		
	JOHN PILOIAN AND CARLENE W PILOIAN, HUSBAND AND HIFE WARE J. PILOIAN, AS TENANTS IN COMMON			3488 S.F.		18											
24-8	MARC J. PILDIAN, AS TENANTS IN COMMON			4843 S.F.	-	18			-					-		-	
				-	1				_					-			
						-											
25	WALTER N. KING	WARRANTY DEED	19.875 AC.	1.025 AC.	18.850 AC.												
25				1000 S.F.	-	18			153	FLORIDA LAND RESERVE, A FLORIDA CORPORATION AND MALTER N. KING	WARRANTY DEED	4.229 AC.	7.06 AC.	3.165 AC.	51		-
-				11112 3171	-	-12				AND EALIER AT ATTO		-					-
20.4	STRATEGIC ACQUISITIONS CORP., A FLORIDA COPORATION			-	-												
26-A 26-B	STREETE ACOUISTITONS CORP., A FLORIDA COMORATION	MARRANTY DEED MARRANTY DEED	9. 988 AC.	1.025 AC.	4. 363 AC.	18,19			-				-	-			-
26 · C		MARRANTY DEED	9.387 AC-	112 S.F.	13.575 AC. 2.384 AC.	11	-	_	-					-			-
26-0		MARRANTY DEED	19.575 AC.	2. 879 AC.	16.696 AC.												
26 - A				9606 S.F.		11,12											
26-B 26-C				3482 S.F.		19			-		-			-			
26-0				13879 S.F.		20		-			-						-
								-									
							-										
27	FERTAKIS INTERNATIONAL CONSTRUCTION COMPANY.			-					-								-
27	A FLORIDA COPORATION	MARRANTT DEED	15.265 AC.	17688 S.F.	13.230 AC.	19			-					-			
	The second secon			77000 3.7.		-11											
										,							
28	MEWITT, OLSON ASSET RECOVERY GROUP II. INC.	WARRANTT DEED	4.999 AC.	2.242 AC.	2.757 AC.	19,20											
28-A 28-8				49 S.F.		20		-									
				2936 S.F.		50		-				-					
29-A 29-B	JOE W. BROOKS	WARRANTY DEED	5.060 AC.	816 S.F.	5.039 AC.	19			-								
29-C		WARRANTY DEED	6.246 AC.	1189 S.F.	5.219 AC.	20			-		-						
29-A				1871 5.F.	0.177	19					+				-		
29-8				1399 S.F.		20											
30	LAMAR BROOKS AND SANDRA BROOKS, HIS WIFE	WARRANTY DEED				20.01			-		-						-
30		HARLISHTT DEED	9.012 AU.	1.053 AC. 980 S.F.	5. 789 AC.	20,21					-			-			-
30				12389 S.F.		20.21											
									1								
		-		-					-		-						
31	CHERT ADAMSON, FIXIA LYNDA SHARON BUFFALDE	CERT. OF TITLE	4. 124 AC.	1.085 AC.	J. 839 AC.	20			-								
31	AND DORIS A. GORM. F	HARRANTY DEED!	11261 001	5778 S.F.	5.025 1101	50											
		OUIT CLAIM DEED		1													
_															-		
12	(NOT USED)	-							-								
-								1									
															SEMINO	LE COUNTY PUBL	IC WORKS DEPARTME
33-A	ALEX VAUGHAN A/K/A A. VAUGHAN	MARRANIT DEED	5145 5.7.			20,21										TOUT OF	WAY MAD
33-8		MARRANTY DEED	1695 S.F.	417 S.F.	1278 S.F.	21									R	IGHI OF	WAY MAP
33				186 S.F.		20,21									EAST LA	E MARY BOULEVA	RD SEMINOLE COU
								-		LEGEND						tr teff	
34	(NOT USED)			-					940771						CWC.0 0	. DAVIS 09/01	
-			-						JOENTL	HUMBER TYPE USE					outreso le	- ENNIS 99/01 AVALERE 03/02	
									1 100	-699 DEEDS OF ALL TYPES					CUECUES C	HAME	THE PER PART

"B"

Existing FPL Underground Facilities within the ROW included Under this Agreement



Payment Coupon

/610125100003670800000797022508163810074010101

General Mail Facility Miami. FL. 33188-0001

B 01251 0000797022 7 4 01 01 01 Please mail this portion with your check

SEMINOLE COUNTY

520 W LAKE MARY BLVD STE 200 SANFORD FL 32773

FPL GENERAL MAIL FACILITY MIAMI FL 33188-0001

Florida Power & Light Company

Federal Tax ID#: 59-0247775

INVOICE

Customer Name and Address

Customer Number:

367080

SEMINOLE COUNTY

Invoice Number:

797022

520 W LAKE MARY BLVD STE 200

Invoice Date:

02/02/2009

SANFORD FL 32773

B 01251 0000797022 7 4 01 01 01 Please Retain This Portion for your Records

CURRENT CHARGES AND CREDITS

Customer No: 367080 Invoice No: 797022

DESCRIPTION	QUANTITY	PRICE	AMOUNT
DSB CUST CONTR NEW CNST WO 3002920>UG FEEDER-E LAKE MARY BLVD FROM RED CLEVELAND 2879-44-231	1	183,618.05	183,618.05
For Inquiries Contact: —CHARLIE JOHNSON —Phone: (386) 322-3406	Total Amount		\$183,618.05 03/04/2009

TO SOUTH OF SR 46 & SR 415